

ENTERPRISE AGREEMENT

NO: E.A. 10 /1993

DATE REGISTERED: 25-1-93

PRICE: \$ 12-00

Glebe Markets Enterprise Agreement

This enterprise agreement is arranged in the following manner:

1. Arrangement Part A - Conditions

<u>Clause No.</u>	<u>Subject Matter</u>
1	Arrangement
2	Parties to the Agreement
3	Title of Agreement
4	Intention
5	Duress
6	Incidence
7	Term of Agreement
8	Definitions
9	Terms of Engagement
10	Hours
11	Overtime
12	Wages
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15	Payment
16	Public Holidays
17	Transfer of Responsibilities

Part B- Monetary Rates

Table 1 - Wages

2. Parties to the agreement

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act, 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into on 13 / 9 /1992 between Just Off Broadway Pty Limited, trading as Glebe Markets, of 32 Talfourd St, Glebe, 2037 of the one part and the Employees of Just Off Broadway Pty Limited in the Glebe Markets with the following occupations of clerks and cleaners of the other part.

3. Title of Agreement

This agreement shall be known as the Glebe Markets Enterprise Agreement.

4. Intention

This agreement shall only apply to casual employees in the occupations identified, employed at various locations by Just Off Broadway Pty Limited.

5. Duress

This agreement was not entered into under duress by any party to it.

6. Incidence

The agreement shall regulate TOTALLY the terms and conditions of employment previously regulated by the Clerks' (State) Award and Miscellaneous Workers'- General Services (State) Award.

7. Term of Agreement

The agreement shall apply from the date of registration for a period of three years.

8. Definitions

- i. A day is the period from mid-night to mid-night.
- ii. A week is Monday to Sunday.
- iii. A casual employee means an employee engaged and paid as such.

9. Terms of Engagement

- i. Employees under this agreement shall be engaged as casual employees.
- ii. The employment of a casual employee may be terminated by one hour's notice or payment in lieu.
- iii. Notwithstanding the foregoing provisions the employer may dismiss the employee at any time for misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- iv. On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.
- v. On the termination of employment, an employee shall return to the employer all uniforms, identity cards, keys and all other items issued to employees.

10. Hours

- i. The ordinary working hours may be worked up to 12 hours on any day. Maximum hours to be worked will be in accordance with S.122 (1) 2. of the Industrial Relation Act 1991.
- ii. There should be at least eight hours between the end of work and the commencement of work on the next day except by mutual agreement.
- iii. Times of beginning and ending work on any day of any employee will be determined by the employer.
- iv. Times of beginning and ending work on any day of any employee may be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.

- v. Meals may be taken at any time and the time taken counted as time worked provided it is not detrimental to the productivity of the enterprise, and provided at least 20 minutes shall be allowed for a meal after the expiration of 5 hours.
- vi. Employees shall be paid a minimum of 2 hour's pay for each day engaged. Provided that when an employee is required to report for duty on more than one occasion on any one day the employee shall be paid a minimum of 4 hour's pay for each day so engaged.
- vi. All work done outside ordinary hours with a maximum of 3 hours for any employee in any one day will be classified as overtime. In computing overtime each day's work shall stand alone.

11. Overtime

- i. For all work done outside ordinary hours the rates of pay shall be at time and a half.

12. Wages

- i. Adult employees for working ordinary time shall be paid a minimum per hour 1/38 of the weekly wage prescribed by the Clerks' (State) Award Grade 1 or the Miscellaneous Workers'- General Services (State) Award Male Cleaner, whichever is the higher at any one time, plus 20 %.
- ii. The minimum rate of pay per hour for Junior Clerical Workers shall be 1/38 of the minimum rates of pay prescribed by the Clerks' (State) Award for stenographer etc as distinct from the classification entitled " All other junior employees", plus 20%.

13. Wage Adjustment

- i. This agreement in so far as it fixes rates of wages for employees, is made by reference and in relation to a basic wage for adult males as set out in Part B of this agreement.
- ii. Upon any variation prescribed by the Industrial Relations Commission as a result of a State Wage Case, rates of pay under this agreement shall be varied accordingly.

14. Annual Leave

A further 1/12 of the amount set out in sub-clauses i. and ii. of Clause 12. Wages is payable in respect of the entitlement to pro-rata holiday pay under the Annual Holidays Act, 1944.

15. Payment

- i. Employees shall be paid by cash or cheque at the completion of each day's work.

- ii. In computing wages any portion of an hour less than 30 minutes shall be reckoned as 30 minutes, and any portion in excess of 30 minutes shall be reckoned as one hour.
- iii. On termination an employee shall be paid all monies due to the employee by cash or cheque. Such monies shall be paid at the time of termination, or posted by pre-paid registered post to the employee on the next working day.

16. Public Holidays

- i. Employees required to work on public holidays as prescribed by the Clerks' (State) Award or the Miscellaneous Workers' - General Services (State) Award shall be paid at the ordinary rate of pay as prescribed by this agreement.

17. Transfer of Responsibilities

- i. Any employee may be called upon to perform any of the duties necessary for the conduct of the enterprise. Where a junior employee is called upon to carry out cleaning duties, such juniors shall be paid the adult rate of pay prescribed by this agreement.

PART B - Monetary Rates

Basic wage for Adult Males : \$121.40 per week

Table 1 - _ Wages

(i) Adults- the minimum rate of wage per week prescribed by the Clerks' (State) Award Grade 1 and by the Miscellaneous Workers' - General Services (State) Award Male Cleaner is as follows:

<u>Classification</u>	<u>\$Rate per Week</u>
Clerk Grade 1	\$413.00
Male Cleaner	\$341.80

(ii) Juniors- the minimum rates of wages per week for Junior Clerical staff shall be as follows: -

<u>Age</u>	<u>\$ Rate per week</u>
At 17 years	\$186.00
At 18 years	\$229.00
At 19 years	\$261.90
At 20 years	\$309.10

Signed for and on behalf of Just Off Broadway Pty Limited

Signature *[Handwritten Signature]*

Printed Name ROBERT *[Handwritten]* TIE

Common Seal of Company



Witness *[Handwritten]*

Date 13/12/92.

Signed by list of employees

Signature *[Handwritten Signature]* Thurley

Printed name BEN THURLEY

Witness Rebecca Walker

Date 13/12/92

Signature Rebecca Walker

Printed name REBECCA WALKER

Witness *[Handwritten Signature]* Thurley

Date 13-12-92

Signature *[Handwritten Signature]*

Printed name SIMON TAYLOR

Witness *[Handwritten Signature]* Thurley

Date 13.12.92

Signature *Matthew Morpelt*
 Printed name MATTHEW J. MORPETT.
 Witness *Sharon Ayer*
 Date 13/12/92

Signature *Justin Elder*
 Printed name JUSTIN ELDER
 Witness *Sharon Ayer*
 Date 13/12/92

Signature *Melanie McCumstie*
 Printed name MELANIE MCCUMSTIE
 Witness *Justin Elder*
 Date 13/12/92

Signature
 Printed name
 Witness
 Date

Signature
 Printed name
 Witness
 Date